


SO ORDERED.

SIGNED this 31 day of January, 2023.





James P. Smith
Chief United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:

CHAPTER 11

TERI G. GALARDI,

Debtor.
_____ /

CASE NO. 22-50035-JPS

**ORDER GRANTING DEBTOR'S MOTION FOR AUTHORIZATION TO SELL
REAL PROPERTY LOCATED AT ROYAL HAMMOCK, NAPLES, FLORIDA**

This matter is before the Court on the Debtor's *Motion for Authorization to Sell Real Property Located at Royal Hammock, Naples, Florida*, [Dkt. No. 211] (the "Motion to Sell"). The Court has reviewed the Motion and has determined that it must be denied since the Court does not have jurisdiction to authorize the sale of property of a non-debtor since it does not have jurisdiction over the non-debtor or its property.

However, the Court has been advised that Power Financial Credit Union ("Power Financial"), the first mortgagee on the property, which is the subject of the Motion to Sell (the property, which compromises only part of Power Financial's collateral, is described in more detail

in the documents with Power Financial discussed in this Order and such property is referred to herein as the “Property”), and Jack E. Galardi, LLC, the non-Debtor owner/mortgagor, have reached agreement that would permit the sale of the Property and a partial release of the mortgage as to the specific Property being sold. The foregoing agreement is subject to a number of terms and conditions, including the requirement that the Debtor, as the individual guarantor of the subject loan, execute certain documents individually, and that this Court, through entry of final, non-appealable order, authorize the Debtor to execute such documents individually. Such documents also include, among other things, agreement and consent of the Debtor individually to the release of the Property from the Lien of Power Financial’s mortgage, and an acknowledgement and agreement by the Debtor that her Guaranty and the other loan documents are valid and enforceable, that the Debtor’s obligations under her personal guaranty will remain in full force and effect, and that the Loan Documents, including the personal guaranty of the Debtor, are not subject to any defenses, claims or counterclaims, and further, waiving and releasing any such defenses, claims, and counterclaims.

The Court, by this Order, is authorizing the Debtor to execute the foregoing documents with Power Financial in her individual capacity since the foregoing will facilitate a potential sale transaction that will result in the Debtor’s estate receiving a portion of the net sale proceeds. The Court has jurisdiction to provide such authorization since it specifically relates to execution of documents by the Debtor in her individual capacity.

For all the foregoing reasons, and after due deliberation, the Court ORDERS, ADJUDGES, and DECREES THAT:

1. The Motion to Sell as proposed is DENIED in part and GRANTED in part.
2. The Court lacks jurisdiction to approve a sale by a non-Debtor.

3. The Motion is Granted for the limited purpose of allowing the Debtor to reaffirm her obligations under the Guaranty and other related documents issued to Power Financial Credit Union, and to execute the documents allowing the Partial Release as necessary to effectuate the same.

4. The foregoing is without prejudice to Jack E. Galardi, LLC selling the Property subject to the terms and conditions set forth in an agreement with Power Financial.

END OF ORDER

Order presented by:

/s/ James D. Silver

James D. Silver (admitted *pro hac vice*)

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